



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Rohan Coelho

Examiner: Unassigned

Serial No.: 10/039,210

Art Unit: 2166

Filed: January 4, 2002

For: REAL-TIME PRESCRIPTION TRANSACTION
WITH ADJUDICATION ACROSS A NETWORK

BOX MISSING PARTS

Assistant Commissioner for Patents
 Washington, D.C. 20231

RECEIVED
 AUG 02 2002
 OFFICE OF PETITIONS

PETITION UNDER 37 CFR 1.47(b)

Sir:

Pursuant to 37 C.F.R. 1.47(b), Agent for the Rightful Assignee, Intel Corporation, hereby requests that the above-identified patent application be allowed to continue on behalf of and as agent for sole refusing inventor, Rohan Coelho. Facts in support of this petition are set forth below, and pertinent information is attached thereto.

(1) Rohan Coelho is the sole inventor in the above-identified patent application. As supported below, Rohan Coelho has refused to execute the subject application for patent. As such, Rohan Coelho is therefore the non-signing inventor.

(2) Attached hereto is a combined Declaration and Power of Attorney with an additional page signed by the Agent for the Rightful Assignee, Intel Corporation, on behalf of non-signing inventor, Rohan Coelho.

(3) Also attached hereto is the Declaration of James H. Salter, the prosecuting attorney of record, along with proof of pertinent facts regarding the refusal of non-signing inventor Rohan Coelho to join in the above-identified patent application. As pointed out in the Declaration of James H. Salter, the last known address for Rohan Coelho is:

14949 NW West Union Road

Portland, OR 97229

(4) Also attached hereto is the Declaration of Steven P. Skabrat providing proof of pertinent facts concerning the refusal of sole inventor Rohan Coelho to join in the patent application, facts supporting Mr. Skabrat's standing to act as Agent for the Rightful Assignee in the above-referenced patent application, and execute the Addendum to the Declaration and Assignment for filing in the U.S. Patent and Trademark Office.

(5) Also attached is a Petition for Extension of Time (2 months) under 37 CFR 1.136(a) and the required \$400.00 extension fee.

(6) Also attached is the \$130.00 petition fee pursuant to 37 CFR 1.17(h) for the Petition Under 37 CFR 1.47(b).

(7) The invention was developed in conjunction with and under the authorization of Intel Corporation by the inventor Ronald Coelho, formerly an employee of Intel Corporation.

(8) Upon information and belief, Intel is the rightful claimant to clear title to the invention and to the above-identified patent application and any patent which issues thereon.

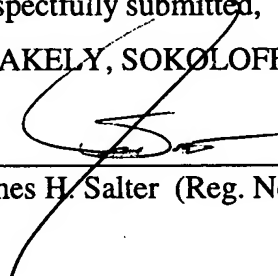
(9) By way of signing an Intel Employee Agreement, Rohan Coelho agreed that "...I will promptly discuss and assign to Intel, my entire rights in all designs, trademarks, copyrights, discoveries, formulae, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas or copyrightable works relating to my work at Intel..." (Intel Corporation Employee Agreement, page 1, section 2, attached as Exhibit A). Because Mr. Coelho signed the

Employee Agreement and received valuable consideration from Intel, Rohan Coelho has the duty to execute the patent application and to assign the rights to the invention to Intel Corporation.

In view of Rohan Coelho's refusal to execute the papers required for filing the present patent application, the Agent for Rightful Assignee, Intel Corporation, has hereby executed an Addendum to the Inventor Declaration on behalf of and as Agent for sole inventor, Rohan Coelho. An Addendum to the combined Declaration and Power of Attorney has been executed by Steven P. Skabrat, the Agent for the Rightful Assignee, Intel Corporation, on behalf of and as Agent for Rohan Coelho. Included herewith are various supporting documents providing sufficient proof of pertinent facts supporting the 37 CFR 1.47(b) request. It is necessary that this request be granted to preserve the rights of the parties and to prevent irreparable damage. The necessary fees and disclosure of the last known address of inventor, Rohan Coelho, is also provided herewith. Agent for the Rightful Assignee requests that he be allowed to proceed with the subject patent application on behalf of the non-signing inventor, Rohan Coelho.

Respectfully submitted,
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

Dated: 6/5/, 2002


James H. Salter (Reg. No. 35,668)

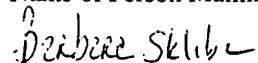
12400 Wilshire Boulevard
Seventh Floor
Los Angeles, California 90025-1026
(408) 720-8300

FIRST CLASS CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage in an envelope addressed to BOX MISSING PARTS, Assistant Commissioner for Patents, Washington, D.C. 20231 on June 5, 2002.

Barbara Skliba

Name of Person Mailing Correspondence



Signature

6/5/02

Date

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of:

Rohan Coelho

Examiner: Unassigned

Serial No.: 10/039,210

Art Unit: 2166

Filed: January 4, 2002

For: REAL-TIME PRESCRIPTION TRANSACTION
WITH ADJUDICATION ACROSS A NETWORK

BOX MISSING PARTS

Assistant Commissioner for Patents
 Washington, D.C. 20231

RECEIVED

AUG 02 2002

OFFICE OF PETITIONS

DECLARATION OF JAMES H. SALTER

Dear Sir:

I, James H. Salter, having personal knowledge of the facts set forth herein, hereby declare as follows:

1. I am an Attorney of Record and a member of the law firm of record, Blakely, Sokoloff, Taylor & Zafman LLP, for the above-identified patent application entitled "REAL-TIME PRESCRIPTION TRANSACTION WITH ADJUDICATION ACROSS A NETWORK".
2. The above-identified patent application names the sole inventor as: Rohan Coelho.
3. The above-identified patent application was filed with an un-signed Inventor Declaration and Power of Attorney form at the U.S. Patent Office on January 4, 2002.
4. On February 12, 2002, I received a "Notice to File Missing Parts of Nonprovisional Application (Filing Date Granted) with a mailing date of February 5, 2002.
5. Prior to the filing of the above-referenced patent application and in order to timely respond to the February 5, 2002 Notice to File Missing Parts, a number of attempts and diligent efforts have been made to obtain inventor Rohan Coelho's signature on the

Inventor Declaration and Power of Attorney form for the above-referenced patent application, specifically:

- 1) On September 7, 2001, prior to the filing of the patent application, an associate at Blakely, Sokoloff, Taylor & Zafman LLP, Lisa Benado, forwarded a final draft with an Inventor Declaration and Power of Attorney form and an Assignment at the following address:

Rohan Coelho
14949 NW West Union Road
Portland, OR 97229

By cover letter, Ms. Benado asked Rohan Coelho to sign the forms, and to return the forms to her in a stamped self-addressed envelope she had enclosed. Ms. Benado stated that we were going to file the patent application on September 28, 2001. We did not receive a response from Mr. Coelho and the forms were never returned to her. (Supporting document included as Exhibit B)

- 2) On November 6, 2001, I directed my administrative assistant, Barbara Skliba, to again mail the final patent application draft to Rohan Coelho. I asked Mr. Coelho to provide comments or changes. I did not receive a response. (Supporting document included as Exhibit C)
- 3) After consulting with our client, Intel Corporation, Intel attorney Steven P. Skabrat forwarded to me on December 18, 2001 a copy of Rohan Coelho's Employment Agreement. I determined that based on this Employment Agreement, Mr. Coelho is under an obligation to assign the above-referenced patent application to rightful Assignee, Intel Corporation. (Supporting document included as Exhibit D)

- 4) On February 21, 2002, I directed my administrative assistant, Barbara Skliba, to mail to inventor Rohan Coelho an Inventor Declaration and Power of Attorney form and an Assignment at the following address:

Rohan Coelho
14949 NW West Union Road
Portland, OR 97229

By cover letter, I asked Rohan Coelho to sign the forms, and to return the forms to me in a pre-paid Federal Express envelope I had enclosed. A copy of the filed patent application was enclosed. The forms were never returned to me.

(Supporting document included as Exhibit E)

- 5) On March 27, 2002, I directed my administrative assistant, Barbara Skliba, to send by mail a reminder to inventor Rohan Coelho regarding the Inventor Declaration and Power of Attorney form and the Assignment at the following address:

Rohan Coelho
14949 NW West Union Road
Portland, OR 97229

A copy of the February 21, 2002 cover letter was stamped "reminder". I did not receive a response. (Supporting document included as Exhibit F)

- 6) Rohan Coelho's last known address is:

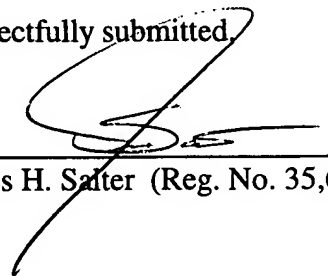
14949 NW West Union Road
Portland, OR 97229

- 7) I believe I have made diligent efforts to reach the sole inventor in the subject patent application who has refused to join in the application for patent. I further believe there is sufficient factual and legal support to continue prosecution of the subject patent application using Steven P. Skabrat as agent on behalf of the sole uncooperative inventor, Rohan Coelho.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and that these statements were made with knowledge that willful, false statements and the like may jeopardize the validity of the application, or any patent resulting therefrom.

Respectfully submitted,

Date: 6/5/, 2002



James H. Salter (Reg. No. 35,668)

12400 Wilshire Boulevard
Seventh Floor
Los Angeles, CA 90025-1026
(408) 720-8300

CERTIFICATE OF FIRST CLASS MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage in an envelope addressed to BOX MISSING PARTS, Assistant Commissioner for Patents, Washington, D.C. 20231 on June 5, 2002.

Barbara Skliba

Name of Person Mailing Correspondence

Barbara Skliba

Signature of Person Mailing Correspondence

6/5/02

Date

42390P11779



COPY OF PAPERS
ORIGINALLY FILED

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Rohan Coelho

Examiner: Unassigned

Serial No.: 10/039,210

Art Unit: 2166

Filed: January 4, 2002

For: REAL-TIME PRESCRIPTION TRANSACTION
WITH ADJUDICATION ACROSS A NETWORK)

BOX MISSING PARTS

Assistant Commissioner for Patents

Washington, D.C. 20231

RECEIVED

AUG 02 2002

OFFICE OF PETITIONS

DECLARATION OF STEVEN P. SKABRAT

Dear Sir:

I, Steven P. Skabrat, having personal knowledge of the facts set forth herein, hereby declare as follows:

1. I am an Attorney of Record for the above-identified patent application entitled "Real-Time Prescription Transaction with Adjudication Across a Network", an employee of Intel Corporation, and a member of the Intel Legal Team.
2. The above-identified patent application names the inventor as: Rohan Coelho.
3. Rohan Coelho was employed by Intel Corporation on February 16, 1989 .

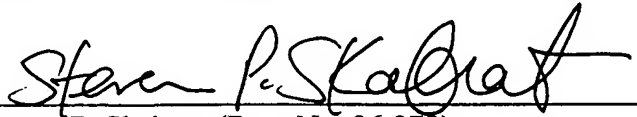
4. On February 16, 1989, Rohan Coelho signed an Employee Agreement (copy attached hereto as Exhibit A) that states, "...I will promptly discuss and assign to Intel, my entire rights in all designs, trademarks, copyrights, discoveries, formulae, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas or copyrightable works relating to my work at Intel..." (Intel Corporation Employee Agreement, page 1, section 2)
5. In the normal course of his employment at Intel, Rohan Coelho developed the invention, which is the subject of the present patent application. Mr. Coelho documented the invention in an invention disclosure document dated April 2, 2001. Mr. Coelho submitted the invention disclosure to the Intel Legal Team on April 9, 2001. The Intel Invention Disclosure was then forwarded by Intel Legal Team member Michael Crick to Blakely, Sokoloff, Taylor & Zafman LLP for preparation of a patent application on May 2, 2001, and a file was opened under attorney docket matter number P11779 entitled "Business Method to Enable a Physician to Adjudicate a Prescription at the Point of Care".
6. Rohan Coelho worked cooperatively with an associate at Blakely, Sokoloff, Taylor & Zafman LLP, Lisa Benado, under the supervision of Jim Salter, also an Attorney of Record in this patent application. A final draft entitled "Real-Time Prescription Transaction with Adjudication Across a Network", an Inventor Declaration and Power of Attorney form, and an Assignment were forwarded to Mr. Coelho on September 7, 2001.
7. Rohan Coelho's employment at Intel Corporation terminated on August 16, 2001.

8. Rohan Coelho has since refused to respond to repeated attempts to obtain a signed Inventor Declaration and Assignment.
9. I believe that Rohan Coelho is under an obligation to assign the subject invention to the rightful assignee, Intel Corporation, and has agreed in writing to assign the subject invention to Intel Corporation. I further believe that the rightful assignee, Intel Corporation, has shown sufficient proprietary interest in the matter justifying continued prosecution of this patent application. As an employee of Intel Corporation, I believe I have sufficient legal basis to act on behalf of and as agent for sole uncooperative inventor, Rohan Coelho. This action is necessary to preserve the rights of the parties and to prevent irreparable damage.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and that these statements were made with knowledge that willful, false statements and the like may jeopardize the validity of the application, or any patent resulting therefrom.

Respectfully submitted,

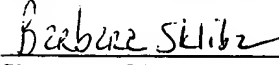
Date: 6/4, 2002


Steven P. Skabrat (Reg. No. 36,279)

CERTIFICATE OF FIRST CLASS MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage in an envelope addressed to BOX MISSING PARTS, Assistant Commissioner for Patents, Washington, D.C. 20231 on 6/5/02.

Barbara Skliba
Name of Person Mailing Correspondence


Signature of Person Mailing Correspondence



COPY OF PAPERS
ORIGINALLY FILED

RECEIVED
AUG 02 2002
OFFICE OF PETITIONS

EXHIBIT A

EMPLOYEE AGREEMENT
RECEIVED

COPY OF PAPERS
ORIGINALLY FILED

AUG 02 2002

In exchange for being employed by INTEL, its subsidiaries, affiliates, or successors (hereinafter "INTEL"), I agree that while working for INTEL:

1. I will perform my assigned duties, will comply with all INTEL instructions and regulations, will devote my best efforts to INTEL's interests and will not, without INTEL's prior written consent, engage in any other job or activity detrimental to INTEL's interests.
2. Without additional compensation to that paid for my usual work, I will promptly discuss and assign to INTEL my entire rights in all designs, trademarks, copyrights, discoveries, formulae, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas or copyrightable works relating to my work at INTEL (whether or not during normal working hours) or that which is aided by the use of INTEL equipment, supplies, facilities or trade secret information. I understand that I am not conveying rights in inventions I made prior to working for INTEL which are identified in an attached sheet (which contains no confidential information) and that I am not required to assign any invention where no INTEL equipment, supplies, facilities, or trade secret information was used and which was developed entirely on my own time and (a) which does not relate (1) to INTEL's business or (2) to INTEL's actual or demonstrably anticipated research or development or (b) which does not result from my INTEL work.
3. I will, during and after my INTEL employment, do whatever is requested by INTEL at its expense to sign documents or otherwise assist in obtaining and enforcing INTEL's rights throughout the world in the assigned items.
4. I will hold in confidence and not use or disclose without INTEL's written authorization any information (technical or otherwise) I obtain or create during the period of my employment which pertains to any aspect of INTEL's business and is either unknown to actual or potential competitors of INTEL or is proprietary information of INTEL, its customers or suppliers until such information becomes generally known or until three (3) years from the date of my termination, whichever is earlier. I agree not to make unauthorized copies of such information and to return to INTEL upon my termination or upon INTEL's require all tangible forms of such information including drawings, computerized data or programs, specifications, documents, devices, models or any other material.
5. I represent that I have not brought and will not bring or use in the performance of my duties at INTEL any proprietary or confidential information (whether or not in writing) of a former employer without that employer's written authorization.
6. This agreement (a) survives my employment by INTEL, (b) does not in any way restrict my right or the right of INTEL to terminate my employment, (c) inures to the benefit of successors and assigns of INTEL, and (d) is binding upon my heirs and legal representatives.
7. I certify that to the best of my information and belief, I am not a party to any other agreement which will interfere with my full compliance with this Agreement, except as specifically identified below:
8. I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

INTEL

By

F. Thomas Dunlap Jr.

F. THOMAS DUNLAP JR.

Vice President,

General Counsel and Secretary

EMPLOYEE

By

Rohan G.F. Coelho

Dated

02-16-89

ROHAN G.F. COELHO

(Please Print Name)



COPY OF PAPERS
ORIGINALLY FILED

RECEIVED

AUG 02 2002

OFFICE OF PETITIONS

EXHIBIT B

BLAKELY SOKOLOFF TAYLOR & ZAFMAN

A LIMITED LIABILITY PARTNERSHIP INCLUDING LAW CORPORATIONS

TELEPHONE (206) 292-8600

FACSIMILE (206) 292-8606

BSTZ_MAIL@BSTZ.COM

WWW.BSTZ.COM

INTELLECTUAL PROPERTY LAW COPY OF PAPERS
ORIGINALLY FILED

TWO UNION SQUARE
SUITE 3000
601 UNION STREET
SEATTLE, WA 98101-1365

OTHER OFFICES

AUSTIN, TX
SILICON VALLEY, CA
SUNNYVALE, CA
ORANGE COUNTY / COSTA MESA, CA
SAN DIEGO / LA JOLLA, CA
LOS ANGELES, CA
PORTLAND / LAKE OSWEGO, OR
DENVER / ENGLEWOOD, CO

EK381115485US

September 7, 2001

Mr. Rohan Coelho
14949 NW West Union Road
Portland, OR 97229

Via Express Mail
Attorney-Client Privileged

Re: Intel Corporation
U.S. Patent Application for
REAL-TIME RESCRIPTION TRANSACTION WITH ADJUDICATION
ACROSS A NETWORK
Our Reference No.: 042390.P11779

Dear Mr. Coelho:

Enclosed for your review is a draft of the above-referenced patent application, including the drawings and the Customer Feedback Questionnaire. Please review the enclosed application and mark your changes, corrections or additions in red on the draft. Please do not hesitate in making any changes. Once you have made any necessary changes, corrections or additions, please return the application and drawings to our office.

In addition, enclosed is a Declaration and Power of Attorney and Assignment for your signature and return. For your convenience, I have enclosed a self-addressed stamped envelope for you to return the Application, the executed Declaration and Power of Attorney and executed Assignment.

Please take note that we going to file the Application with figures, Declaration and Power of Attorney and Assignment on Friday, September 28, 2001. *Therefore, please respond with comments and/or questions as soon as possible. Again, your immediate attention to this matter is greatly appreciated.*

After you make your changes in the application draft, please complete the enclosed Customer Feedback Questionnaire and mail it directly to Janice Boulden at JF3-147.

Please keep in mind that you have a continuing duty to disclose to the Patent and Trademark Office information you are aware of that is material to patentability. For example, if

BLAKELY SOKOLOFF TAYLOR & ZAFMAN

A LIMITED LIABILITY PARTNERSHIP
INCLUDING LAW CORPORATIONS

COPY OF PAPERS
ORIGINALLY FILED

Mr. Coelho
September 7, 2001
Page 2

· you are aware of any articles bearing on your invention, please bring them to our attention.

It is our understanding that the invention has not been patented or described in a printed publication in this or a foreign country, or in public use or on sale in this country, more than one year prior to the date that we intend to file this application. Please let us know as soon as possible if you believe otherwise.

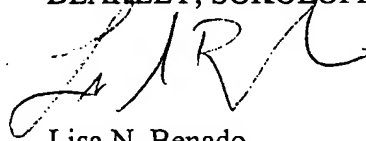
In reviewing the application, keep in mind that you must disclose your preferred way of carrying out the invention. For instance, if there are special materials or configurations that you prefer, they must be set forth in the application.

Please note that this patent application is confidential.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN



Lisa N. Benado

Enclosures:

Draft of Application and the figures (1 copy)
Customer Feedback Questionnaire
Declaration and Power of Attorney
Assignment
Self-addressed stamped envelope

LNB:paj

COPY OF PAPERS
ORIGINALLY FILED

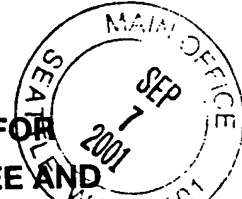
EK381115485US



POST OFFICE TO ADDRESSEE

ORIGIN (POSTAL USE ONLY)		
ZIP Code	Day of Delivery <input checked="" type="checkbox"/> Next <input type="checkbox"/> Second	Flat Rate Envelope <input type="checkbox"/>
Date In Mo. Day Year me in AM PM eight	<input checked="" type="checkbox"/> 12 Noon <input type="checkbox"/> 3 PM Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day Int'l Alpha Country Code	Postage Return Receipt Fee COD Fee Insurance Fee
Weight lbs. ozs.	Acceptance Clerk Initials	Total Postage & Fees

SEE REVERSE SIDE FOR
SERVICE GUARANTEE AND
INSURANCE COVERAGE LIMITS



Customer Copy

CUSTOMER USE ONLY

METHOD OF PAYMENT: Express Mail Corporate Acct. No. 3901254 Federal Agency Acct. No. or Postal Service Acct. No.	<input type="checkbox"/> WAIVER OF SIGNATURE (Domestic Only) Additional merchandise insurance is void if waiver of signature is requested. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery. <input type="checkbox"/> NO DELIVERY <input type="checkbox"/> Weekend <input type="checkbox"/> Holiday
Customer Signature	

FROM: (PLEASE PRINT) PHONE (206) 292-8600
Lisa M. Benardo
BLANKE SOKOLOFF TAYLOR AND ZAFMAN
Two Union Square
Suite 3000
601 Union Street
Seattle, WA 98101-1365
LB:PaJ 042390.P11779

TO: (PLEASE PRINT) PHONE ()
Mr. Rohan Coelho
16969 NW West Union Road
Portland, OR 97229

FOR PICKUP OR TRACKING CALL 1-800-222-1811

www.usps.com



Label 11-B September 1999





COPY OF PAPERS
ORIGINALLY FILED

EXHIBIT C

BLAKELY SOKOLOFF TAYLOR & ZAFMAN

A LIMITED LIABILITY PARTNERSHIP INCLUDING LAW CORPORATIONS

TELEPHONE (408) 720-8300

FACSIMILE (408) 720-8383

BSTZ_MAIL@BSTZ.COM
WWW.BSTZ.COM

INTELLECTUAL PROPERTY LAW

SILICON VALLEY OFFICES
SUNNYVALE AND SAN JOSE
1279 OAKMEAD PARKWAY
SUNNYVALE, CALIFORNIA 94085-4040

COPY OF PAPERS
ORIGINALLY FILED

OTHER OFFICES

AUSTIN, TX
LOS ANGELES, CA
SAN JOSE, CA
ORANGE COUNTY/COSTA MESA, CA
SAN DIEGO/LA JOLLA, CA
PORTLAND/LAKE OSWEGO, OR
SEATTLE, WA
DENVER, CO

November 6, 2001

Rohan Coelho
14949 NW West Union Road
Portland, OR 97229

CONFIDENTIAL COMMUNICATION
ATTORNEY/CLIENT PRIVILEGED

Via Federal Express

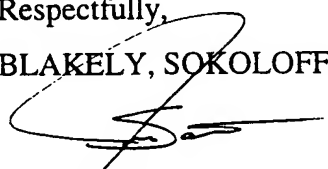
Re: U.S. Patent Application for:
"REAL-TIME PRESCRIPTION TRANSACTION WITH-
ADJUDICATION ACROSS A NETWORK"
Inventor: Rohan Coelho
Our Ref.: 42390.P11779

Dear Rohan:

Enclosed for your review is a draft of the above-referenced patent application, including the figures. Please review the enclosed application and contact me as soon as possible to discuss any comments or changes.

Respectfully,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP


Jim H. Salter
jim_salter@bstz.com

JHS/bs
Enclosures

COPY OF PAPERS
ORIGINALLY FILED

fedex USA Airbill
Express

FedEx
Tracking
Number

8256 3746 7272

From Please print and press hard.
Date 11/6/01 Sender's FedEx Account Number 1109-3568-4
Sender's Name Jim Salter Phone (408) 720-8300

Company BLAKELY SOKOLOFF TAYLOR ZAFMAN

Address 1279 OAKMEAD PKWY

Dept./Floor/Suite/Room

City SUNNYVALE State CA ZIP 94085

Your Internal Billing Reference 42390P11779
First 24 characters will appear on invoice.

To Recipient's Name Rohan Coelho Phone ()

Company

Address 14949 NW West Union Road
To "HOLD" at FedEx location, print FedEx address. We cannot deliver to P.O. boxes or P.O. ZIP codes.

Dept./Floor/Suite/Room

City Portland State OR ZIP 97229

Postnet Suck Free USA Airbill

See back for application instructions.

Questions? Visit our Web site at www.fedex.com
or call 1-800-Go-FedEx® (800)463-3339.

By using this Airbill you agree to the service conditions on the back of this Airbill
and in our current Service Guide, including terms that limit our liability.

0173864900

SAC11

0215

Sender's Copy

4a Express Package Service

Packages up to 150 lbs.

☐ FedEx Priority Overnight Next business morning ☒ FedEx Standard Overnight Next business afternoon ☐ FedEx First Overnight Earliest next business morning delivery to select locations

☐ FedEx 2Day* Second business day ☐ FedEx Express Saver* Third business day * FedEx Envelope/Letter Rate not available Minimum charge: One-pound rate

4b Express Freight Service

Packages over 150 lbs.

☐ FedEx 1Day Freight* Next business day ☐ FedEx 2Day Freight Second business day ☐ FedEx 3Day Freight Third business day

* Call for Confirmation: * Declared value limit \$500

5 Packaging

☒ FedEx Envelope/Letter* ☐ FedEx Pak* ☐ Other Pkg. Includes FedEx Box, FedEx Tube, and customer pkg.

6 Special Handling

☐ SATURDAY Delivery RESTRICTIONS Available only for FedEx Priority Overnight and FedEx 2Day to select ZIP codes ☐ SUNDAY Delivery RESTRICTIONS Available only for FedEx Priority Overnight to select ZIP codes ☐ HOLD Weekday at FedEx Location RESTRICTIONS Not available with FedEx First Overnight ☐ HOLD Saturday at FedEx Location RESTRICTIONS Available only for FedEx Priority Overnight and FedEx 2Day to select locations

Does this shipment contain dangerous goods?
One box must be checked.
☒ No ☐ Yes As per attached Shipper's Declaration ☐ Yes Shipper's Declaration not required ☐ Dry Ice Dry Ice, 9, UN 1845 x kg
Dangerous Goods cannot be shipped in FedEx packaging. ☐ Cargo Aircraft Only

7 Payment Bill to:

☒ Sender Acct. No. in Section 1 will be billed. ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

FedEx Acct. No. Credit Card No. Exp. Date

Total Packages Total Weight Total Declared Value* \$.00

*Our liability is limited to \$100 unless you declare a higher value. See back for details.

FedEx Use Only

8 Release Signature

Sign to authorize delivery without obtaining signature.

By signing you authorize us to deliver this shipment without obtaining a signature
and agree to indemnify and hold us harmless from any resulting claims.

402

SRP 0101 • Rev. Date 7/00 • Part #1559125 • ©1994-2000 FedEx • PRINTED IN U.S.A.



COPY OF PAPERS
ORIGINALLY FILED

EXHIBIT D

Intel Corporation
2111 N. E. 25th Ave.
Hillsboro, OR 97124

COPY OF PAPERS
ORIGINALLY FILED

Intel Legal Team

Fax

RECEIVED

DEC 18 2001

BLAKELY, SOKOLOFF, TAYLOR, & LARIMER
SUNNYVALE

Page 1 of 2

Urgent

Confidential

Date: 18-Dec-01

To:
Tim Salter

Fax:
(408) 720-9397

M/S:

From:
Steven Skabrat

Fax:
(503) 264-1729

M/S:
JF3-147

Subject:
P11779

A CONFIRMATION COPY OF THIS DOCUMENT:

WILL NOT BE SENT

Message:

Important Notice

This information is intended to be for the use of the individual or entity named on this transmittal sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this faxed information is prohibited. If you have received this facsimile in error, please notify the sender by telephone immediately so that arrangements can be made for the retrieval of the original document at no cost to you.

EMPLOYEE AGREEMENT

COPY OF PAPERS
ORIGINALLY FILED

In exchange for being employed by INTEL, its subsidiaries, affiliates, or successors (hereinafter "INTEL"), I agree that while working for INTEL:

1. I will perform my assigned duties, will comply with all INTEL instructions and regulations, will devote my best efforts to INTEL's interests and will not, without INTEL's prior written consent, engage in any other job or activity detrimental to INTEL's interests.
2. Without additional compensation to that paid for my usual work, I will promptly discuss and assign to INTEL my entire rights in all designs, trademarks, copyrights, discoveries, formulae, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas or copyrightable works relating to my work at INTEL (whether or not during normal working hours) or that which is aided by the use of INTEL equipment, supplies, facilities or trade secret information. I understand that I am not conveying rights in inventions I made prior to working for INTEL which are identified in an attached sheet (which contains no confidential information) and that I am not required to assign any invention where no INTEL equipment, supplies, facilities, or trade secret information was used and which was developed entirely on my own time and (a) which does not relate (1) to INTEL's business or (2) to INTEL's actual or demonstrably anticipated research or development or (b) which does not result from my INTEL work.
3. I will, during and after my INTEL employment, do whatever is requested by INTEL at its expense to sign documents or otherwise assist in obtaining and enforcing INTEL's rights throughout the world in the assigned items.
4. I will hold in confidence and not use or disclose without INTEL's written authorization any information (technical or otherwise) I obtain or create during the period of my employment which pertains to any aspect of INTEL's business and is either unknown to actual or potential competitors of INTEL or is proprietary information of INTEL, its customers or suppliers until such information becomes generally known or until three (3) years from the date of my termination, whichever is earlier. I agree not to make unauthorized copies of such information and to return to INTEL upon my termination or upon INTEL's require all tangible forms of such information including drawings, computerized data or programs, specifications, documents, devices, models or any other material.
5. I represent that I have not brought and will not bring or use in the performance of my duties at INTEL any proprietary or confidential information (whether or not in writing) of a former employer without that employer's written authorization.
6. This agreement (a) survives my employment by INTEL, (b) does not in any way restrict my right or the right of INTEL to terminate my employment, (c) inures to the benefit of successors and assigns of INTEL, and (d) is binding upon my heirs and legal representatives.
7. I certify that to the best of my information and belief, I am not a party to any other agreement which will interfere with my full compliance with this Agreement, except as specifically identified below:
8. I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

INTEL

By



F. THOMAS DUNLAP JR.

Vice President,

General Counsel and Secretary

EMPLOYEE

By

Dated



02-16-89

ROHAN G. F. COELHO

(Please Print Name)

EXHIBIT E

BLAKELY SOKOLOFF TAYLOR & ZAFMAN

A LIMITED LIABILITY PARTNERSHIP INCLUDING LAW CORPORATIONS

TELEPHONE (408) 720-8300

FACSIMILE (408) 720-8383

BSTZ_MAIL@BSTZ.COM
WWW.BSTZ.COM

INTELLECTUAL PROPERTY LAW

SILICON VALLEY OFFICES
SUNNYVALE AND SAN JOSE
1279 OAKMEAD PARKWAY
SUNNYVALE, CALIFORNIA 94085-4040

**COPY OF PAPERS
ORIGINALLY FILED**

OTHER OFFICES

AUSTIN, TX
LOS ANGELES, CA
SAN JOSE, CA
ORANGE COUNTY/COSTA MESA, CA
SAN DIEGO/LA JOLLA, CA
PORTLAND/LAKE OSWEGO, OR
SEATTLE, WA
DENVER, CO

February 21, 2002

Rohan Coelho
14949 NW West Union Road
Portland, OR 97229

CONFIDENTIAL COMMUNICATION
ATTORNEY/CLIENT PRIVILEGED

Via First Class Mail

Re: U.S. Patent Application for:
"REAL-TIME PRESCRIPTION TRANSACTION WITH
ADJUDICATION ACROSS A NETWORK"

Inventor: Rohan Coelho
Filed: January 4, 2002
Serial No.: 10/039,210
Our Ref.: 42390.P11779

Dear Mr. Coelho:

Pursuant to U.S. Patent and Trademark Office rules and to comply with your Intel Corporation Employment Agreement, please find enclosed the Declaration and Power of Attorney form and the Assignment form for the above-referenced patent application. Please sign the documents and return them to me as soon as possible in the prepaid Federal Express envelope provided for your convenience. I would appreciate receiving the executed documents by **March 15, 2002**.

I have also enclosed a copy of the filed application. Please note that this patent application is confidential.

If you have any questions, comments, or concerns, do not hesitate to contact me at (408) 720-8300.

Respectfully,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP


Jim H. Salter
jim_salter@bstz.com

JHS/bs
Enclosures

COPY OF PAPERS
ORIGINALLY FILED

ed **Express** **USA Airbill** **FedEx Tracking Number** **8306 2359 0449**

From Please print and press hard. **Sender's FedEx Account Number**

Sender's Name **Rohan Coelho** **Phone** ()

Company

Address **14949 NW West Union Road** **Dept./Floor/Suite/Room**

City **Portland** **State** **OR** **ZIP** **97229**

Our Internal Billing Reference **42390.P11779**

To **Recipient's Name** **Jim Salter** **Phone** **(408) 720-8300**

Company **BLAKELY SOKOLOFF TAYLOR ZAFMAN**

Address **1279 OAKMEAD PKWY**

To "HOLD" at FedEx location, print FedEx address. **We cannot deliver to P.O. boxes or P.O. ZIP codes.**

City **SUNNYVALE** **State** **CA** **ZIP** **94085**

By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.

Questions? Visit our Web site at fedex.com
or call 1.800.Go.FedEx® 800.463.3339.

0197039946

0215 **Sender's Copy**

4a Express Package Service **Packages up to 150 lbs.**
☐ FedEx Priority Overnight Next business morning ☒ FedEx Standard Overnight Next business afternoon ☐ FedEx First Overnight Earliest next business morning delivery to select locations

☐ FedEx 2Day Second business day ☐ FedEx Express Saver Third business day ☐ NEW FedEx Extra Hours Later drop-off with next business afternoon delivery for select locations

4b Express Freight Service **Packages over 150 lbs.**
☐ FedEx 1Day Freight* Next business day ☐ FedEx 2Day Freight Second business day ☐ FedEx 3Day Freight Third business day

* Call for Confirmation. * Declared value limit \$500

5 Packaging
☒ FedEx Envelope* ☐ FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak ☐ Other Pkg. Includes FedEx Box, FedEx Tube, and customer pkg.

6 Special Handling **Include FedEx address in Section 3.**
☐ SATURDAY Delivery Available ONLY for FedEx Priority Overnight and FedEx 2Day to select ZIP codes ☐ HOLD Weekday at FedEx Location NOT Available for FedEx First Overnight ☐ HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations
Does this shipment contain dangerous goods?
☒ No ☐ Yes As per attached Shipper's Declaration ☐ Yes Shipper's Declaration not required ☐ Dry Ice Dry Ice, 9, UN 1845 x kg ☐ Cargo Aircraft Only
Dangerous Goods (incl. Dry Ice) cannot be shipped in FedEx packaging or with FedEx Extra Hours service.

7 Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below.
☐ Sender Acct. No. in Section 1 will be billed. ☒ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

FedEx Acct. No. **1109-3568-4** **Exp. Date**
Total Packages **1** **Total Weight** **\$** **.00** **Total Declared Value†**
†Our liability is limited to \$100 unless you declare a higher value. See back for details. **FedEx Use Only**

8 Release Signature **Sign to authorize delivery without obtaining signature.**
By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims. **447**

SRS • Rev. Date 7/01 • Part #1572525 • ©1994-2001 FedEx • PRINTED IN U.S.A.



COPY OF PAPERS
ORIGINALLY FILED

EXHIBIT F

BLAKELY SOKOLOFF TAYLOR & ZAFMAN

A LIMITED LIABILITY PARTNERSHIP INCLUDING LAW CORPORATIONS

TELEPHONE (408) 720-8300

FACSIMILE (408) 720-8383

BSTZ_MAIL@BSTZ.COM
WWW.BSTZ.COM

INTELLECTUAL PROPERTY LAW

SILICON VALLEY OFFICES
SUNNYVALE AND SAN JOSE
1279 OAKMEAD PARKWAY
SUNNYVALE, CALIFORNIA 94085-4040

COPY OF PAPERS
ORIGINALLY FILED

OTHER OFFICES

AUSTIN, TX
LOS ANGELES, CA
SAN JOSE, CA
ORANGE COUNTY/COSTA MESA, CA
SAN DIEGO/LA JOLLA, CA
PORTLAND/LAKE OSWEGO, OR
SEATTLE, WA
DENVER, CO

3/27/02
REMINDER

February 21, 2002

Rohan Coelho
14949 NW West Union Road
Portland, OR 97229

CONFIDENTIAL COMMUNICATION
ATTORNEY/CLIENT PRIVILEGED
Via First Class Mail

Re: U.S. Patent Application for:
"REAL-TIME PRESCRIPTION TRANSACTION WITH
ADJUDICATION ACROSS A NETWORK"

Inventor: Rohan Coelho
Filed: January 4, 2002
Serial No.: 10/039.210
Our Ref.: 42390.P11779

Dear Mr. Coelho:

Pursuant to U.S. Patent and Trademark Office rules and to comply with your Intel Corporation Employment Agreement, please find enclosed the Declaration and Power of Attorney form and the Assignment form for the above-referenced patent application. Please sign the documents and return them to me as soon as possible in the prepaid Federal Express envelope provided for your convenience. I would appreciate receiving the executed documents by **March 15, 2002**.

I have also enclosed a copy of the filed application. Please note that this patent application is confidential.

If you have any questions, comments, or concerns, do not hesitate to contact me at (408) 720-8300.

Respectfully,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP


Jim H. Salter
jim_salter@bstz.com

JHS/bs
Enclosures

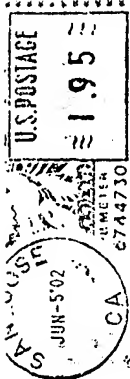
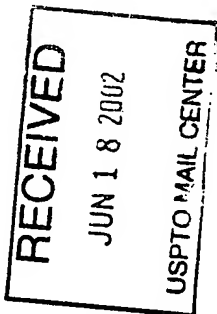
FIRST CLASS MAIL

42390

FROM:
BLAKELY SOKOLOFF
TAYLOR & ZAFMAN
A LIMITED LIABILITY PARTNERSHIP
INCLUDING LAW CORPORATIONS
1279 OAKMEAD PARKWAY
SUNNYVALE, CALIFORNIA
94086-4039

TO:

BOX MISSING PARTS
Assistant Commissioner for Patents
Washington, D.C. 20231



RECEIVED
AUG -2 2002
OIFE/JCWS